

What's this document

[REDACTED]

[REDACTED]

[REDACTED]

Who does this apply to?

[REDACTED]

Contact for queries
and feedback

- [National Field Operations](#)
- Anonymous feedback for this document can be given [here](#)

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – South East Hub

A contract between

[REDACTED]

And

[REDACTED]

For

[REDACTED]

On [REDACTED]

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name		
Address for communications		
Address for electronic communications		
The works are		
The site is		
The starting date is		
The completion date is		
The delay damages are	The rate of interest on overdue payment shall be 2% per annum above the Bank of England base rate in force from time to time during the period of delay.	Per day
The period for reply is	2	weeks
The defects date is	52	weeks after Completion
The defects correction period is	4	weeks
The assessment day is	the last working day	of each month

The <i>retention</i> is	10	%
Until works have been approved by the Client and following receipt of the approve O&M manual and the Health and Safety file both of with shall be approved by the Principal Designer under CDM Regulations 2015.		
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is : The Institute of Engineering and Technology.		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Engineering and Technology to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

Contract Data

The *Client's* Contract Data

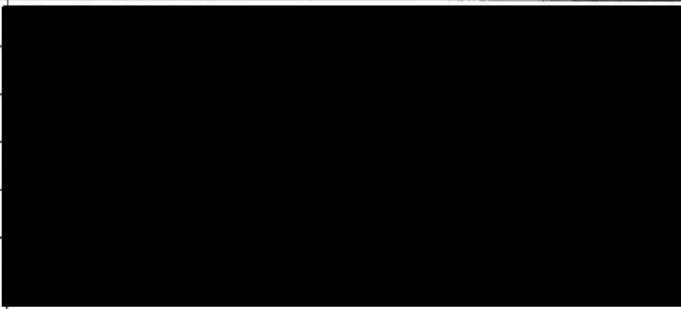
The interest rate on late payment is	0.5	% per complete week of delay.
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000	
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	£2,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	£1,000,000..... in respect of every claim	6 years following Completion of the whole

	without limit to the number of claims	of the works or earlier termination
The <i>Adjudicator nominating body</i> is	The Institution Engineering and Technology	
The <i>tribunal</i> is	litigation in the courts	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions		
Only enter details here if additional conditions are required.		
Z1.0	Sub-contracting (clause 21, additional clauses as 21.4 and 21.5)	
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.	
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.	
Z2.0	Environment Agency as a regulatory authority (new clause)	
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.	
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.	
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.	
Z3.0	Confidentiality & Publicity (new clause)	
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.	
Z4.0	Correctness of Site Information (to be inserted as 60.3)	
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.	
Z6.0	Design Insert as Clause 20.2 Existing Clause 20.2 renumbered as 20.3 <ul style="list-style-type: none">• The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.• The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.• The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.• Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services	
Z7.0	Compensation Events (clause 60)	
Z7.1	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none">• War, civil war, rebellion revolution, insurrection, military or usurped power• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device• Natural disaster	

	<ul style="list-style-type: none"> • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement (new clause)
Z8.1	The <i>Contractor</i> shall comply with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Payment on Termination (clause 92)
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reasons 1, 5, 6 or 9 the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10.0	Data Protection (new clause)
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Insurance Cover (Insert as 83.4)
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.

Contract Data

The *Contractor's* Contract Data

Name	
Address for communications	
Address for electronic communications	
The <i>people rates</i> are covered in the pricing schedule	
The <i>published list of Equipment</i> is	As per framework
The <i>percentage for adjustment for Equipment</i> is	As per framework

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

The *Client* accepts the *Contractor's*

Signed on behalf of the *Client*

Name

Position

Signature

Date	

Price List

Pricing Schedule to be included as an appendix

Scope

The Scope document will be included as an appendix.

1. Description of the *works*

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
MEICA standards		
SHEWCOP		
PCI and associated documents		

4. Constraints on how the *Contractor* Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

5. Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which he submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

6. Services and other things provided by the *Client*

Describe what the *Client* will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

Item

Date by which it will be provided

Site Information	

Proposed sub-contractors		
	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract:	
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	

